

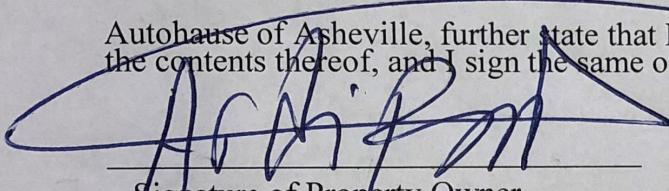
PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **SIX HUNDRED TWENTY EIGHT DOLLARS AND 14/100 (\$628.14)**, the receipt of which is hereby acknowledged, I/we, **AUTOHAUSE OF ASHEVILLE** the undersigned, legal representative and owner of 2011 Ford Pickup F150, VIN 1FTFW1ET0BKD46512 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff's Office, Buncombe County Captain Roney Hillard III, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 26th day of October, 2017, at or near Alexander Street and Kitty Lane Weaverville, North Carolina.

Autohouse of Asheville, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

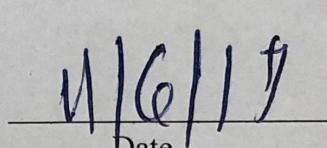
It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

Autohouse of Asheville, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.


Signature of Property Owner

AUTOHAUSE OF ASHEVILLE INC
1920 US 70 HY, SWANNANOA, NC 28778

Address of Property Owner


Date

(STATE OF NORTH CAROLINA

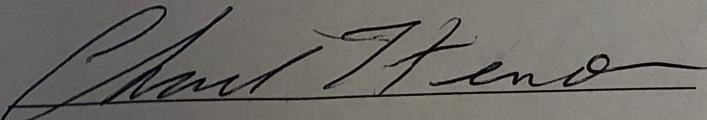
COUNTY OF Buncombe

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Autohouse of
Asheville Allen Fuoland

this 6 day of Nov. 2017.

My Commission Expires:

1-16-2021



Signature of Notary

HOLD



Date: PO #:

Buncombe County Authority For Payment

* Invoice Number:

* Invoice Amount:

* Required for Processing

Department:

Pay to:

Address

Accounting Unit	Account Number	Sub-acct	Activity	Category	Amount
80-83000	449800	4310			\$1,050.59
00000	121500		County Tax		
00000	121501	11	State Tax		
				Total	\$1,050.59

* Explanation: Settlement for damage to 2017 Toyota 4 Runner SR5 as a result of MVA 10/04/17.
VIN: JTEBU5JR1H5480079

Submitted By: Denise Robbins

Approved By: Denise Robbins

AUTHORIZED FOR
PAYMENT
BDGT/MGMT SECURE

Code: _____
PO: _____
Auth: _____
Date: _____



4200S

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **THREE HUNDRED FIFTY SIX DOLLARS AND 23/100 (\$356.23)**, the receipt of which is hereby acknowledged, I/we, **The City of Asheville North Carolina** the undersigned, legal representative and owner of the street sign at Fury Drive and South Bear Creek Road as well as the Sanitation Department's three (3) trash cans do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff Department and Officer Michael Petty in his official and individual capacities, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 13th day of March, 2018, at or near the intersection of Fury Drive and South Bear Creek Road, Asheville, North Carolina.

I/We, The City of Asheville, North Carolina hereby acknowledges FULL, FINAL AND COMPLETE SETTLEMENT and satisfaction of ALL claims of whatever kind, character and description which may now or hereafter exist by reason of the above-mentioned damages, losses or injuries, including but not limited any claim brought of which might have been brought in the above-reference action, and all costs and attorney fees with respect to any such claim.

It is agreed and understood that all claims in this matter are disputed and denied by the Buncombe County.

This release does not constitute a waiver of the defense of governmental immunity or any other defense which could have been raised to any of the City of Asheville's claims.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not mere recitals.

It is further represented, declared and agreed by the undersigned that the terms of this RELEASE are fully understood and that the judgment of the undersigned is relied upon wholly in so doing, and that the said sum is voluntarily accepted by the undersigned for the purpose of making a full and final compromise, adjustment and settlement on account of the injuries and damages referred to above. AND THIS RELEASE IS NOW SIGNED.

*City of Asheville
Ay. Mayor N. Michaels - Park Mgmt*

Signature of Property Owner

70 Court Plaza, Asheville, NC 28801

Address of Property Owner

4/17/18

Date

(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by The City of Asheville, North Carolina

this 17th day of April, 2018.

My Commission Expires: 4/10/19



MICHELE ESKEW
Notary Public
North Carolina
Madison County

Michele Eskew

NOTARY PUBLIC, NORTH CAROLINA

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **FOUR HUNDRED DOLLARS AND 00/100 (\$400.00)**, the receipt of which is hereby acknowledged, I/we, **KEN KINLAW**, the undersigned, legal representative and owner of a mailbox and mailbox post at 25 Furey Drive, Asheville, NC 28806 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff Department and Michael Petty in his individual and official capacity, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 13th day of March, 2018, at or near 25 Furey Drive, Asheville, North Carolina.

I, Ken Kinlaw, further agree that the payment agreed to above shall be used to repair the mailbox post, the structure attaching the mailboxes to the post and mailboxes for Donna Burgess Oherin, Rebecca Cole and David Quentin Cody. I hereby agree to indemnify Buncombe County, including reasonable attorney fees, should any of the aforementioned persons file a property damage claim based on this incident occurring on March 13, 2018 for damage to any mailbox and/or mailbox post or structure attaching the mailbox to the post.

I/We, **Ken Kinlaw**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Ken Kinlaw**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Ken Kinlaw

Signature of Property Owner

Signature of Property Owner

25 Furey Drive, Asheville, NC

Address of Property Owner

5-15-18

Date

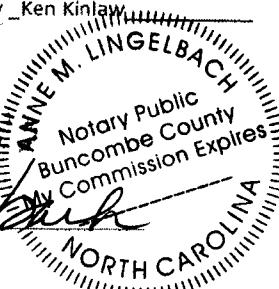
(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Ken Kinlaw,

this 15th day of May, 2018.

My Commission Expires: 12-22-2018

Anne M. Lingelbach
NOTARY PUBLIC, NORTH CAROLINA



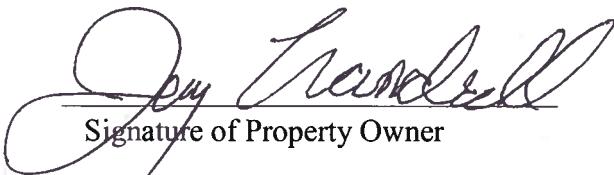
PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **TWENTY-SEVEN DOLLARS AND 96/100 (\$27.96)**, the receipt of which is hereby acknowledged, I/we, **Jerry Crandall**, the undersigned do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, as politic body, Buncombe County Sheriff's Office, Deputy Michael Rankine, in his individual and official capacity and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 23rd day of June, 2017 at 49 Greenwood Road in Asheville, North Carolina.

I, **Jerry Crandall**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I, **Jerry Crandall**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.



Signature of Property Owner

16 Seventh Street

Address of Property Owner

6/21/17

Date

(STATE OF NORTH CAROLINA
COUNTY OF _____)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Jerry Crandall _____

this _____ day of _____, 2017.

My Commission Expires: _____

NOTARY PUBLIC, NORTH CAROLINA

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **ONE HUNDRED DOLLARS AND NO 00/100 (\$100.00)**, the receipt of which is hereby acknowledged, I/we, **Henry Dielmann and Helen Dielmann** the undersigned, legal representative do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Landfill, David Chambers, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 29th day of November, 2017, at or near the Buncombe County Landfill 85 Panther Branch Rd., Alexander North Carolina.

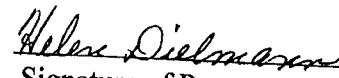
I/We, **Henry Dielmann and Helen Dielmann** further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Henry Dielmann and Helen Dielmann**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.



Signature of Property Owner



Signature of Property Owner

28 Indian Lane, Weaverville, NC 28787
Address of Property Owner

Dec. 18, 2017
Date

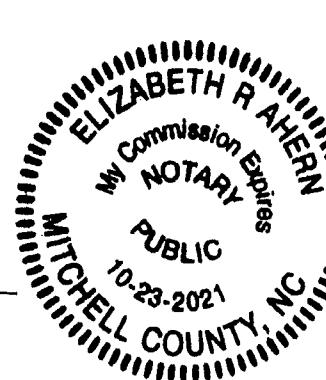
(STATE OF NORTH CAROLINA
COUNTY OF Buncombe _____)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by **Henry Dielmann & Helen Dielmann** _____

this 18th day of December, 2017.

My Commission Expires: 10-23-2021

Elizabeth R. Ahern
NOTARY PUBLIC, NORTH CAROLINA



Received 2/28/2017 2:11 PM



SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered into the date and year set forth below, by and between Surrell Duff ("Plaintiff") and Chris Potter, William Baxter and Robert Mangum ("Defendants") (hereinafter collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, Plaintiff alleges that Defendants violated his rights under 42 U.S.C. § 1983 (2012) in an incident that on or about March 13, 2012 where the Plaintiff alleges the Defendants used excessive force against him; and

WHEREAS, a dispute arose between Plaintiff and Defendants regarding whether excessive force was used; and

WHEREAS, on or about February 11, 2015, Plaintiff commenced a civil action in the United States District Court, Western District of North Carolina, bearing docket number 1:15 CV 26; and

WHEREAS, Plaintiff and Defendants desire to compromise and settle any and all disputes arising out of or in any way connected with the matters described above and the issues involved in the above-described civil action; and

NOW, THEREFORE, IT IS RESOLVED that, in consideration of the payment to Plaintiff by Defendants of \$20,000.00 before December 25, 2017, Plaintiff's agreement to release Defendants from any and all liability arising out of the dispute, and for other good and sufficient consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:

1. Plaintiff, for himself, his heirs and assigns, hereby releases and forever discharges Defendants and all employees, successors, assigns, subsidiaries, affiliates, agents, representatives and insurers of same, from any and all claims and demands, whether known or unknown, which Plaintiff has, or may have, arising out of or in any way relating to the foregoing civil action and the dispute described above. Plaintiff covenants and agrees that he has not assigned, transferred or conveyed in any manner all or any part of his legal claims or legal rights in connection with the matters described above. This Release shall be binding upon Plaintiff and his heirs and assigns, and shall inure to the benefit of Defendants, and all employees, successors, assigns, subsidiaries, affiliates, agents, representatives and insurers of same.

2. This Settlement Agreement and Release and the settlement sum paid are solely for the compromise settlement of disputed claims in the above-described civil

action. Plaintiff hereby agrees to dismiss such civil action with prejudice by means of filing a Voluntary Dismissal with Prejudice as to all claims against Defendants. Such dismissal shall be executed contemporaneously with the execution of this Settlement Agreement and Release and filed with the court immediately after execution.

3. It is understood and agreed that this settlement is in compromise of a doubtful and disputed claim and that the above-referenced payment is not to be construed as an admission on the part of Defendants or any employee, successor, assign, subsidiary, affiliate, agent, representative or insurer of same, by whom liability is specifically denied.

4. Plaintiff is responsible for any and all taxes owed to any governmental entity as a result of the above-referenced payment. Plaintiff agrees to hold harmless and indemnify Defendants and insurers of the same, from and against any claims that may be made against them by any governmental entity related to payment of any tax or other obligation on the above-referenced payment. This hold harmless and indemnification agreement includes, but is not limited to, Defendants and its insurers' cost, expenses, and attorney's fees in the event that any such claim or suit for taxes or other obligations are made against them.

5. The Parties shall bear their own attorneys' fees and costs of this litigation.

6. No promise or agreement other than those recited above has been made as consideration for the releases and discharges effected by this agreement and Plaintiff gives these releases and discharges for the sole consideration recited above.

7. This Settlement Agreement and Release constitutes the entire agreement of the Parties. All prior understandings, representations and agreements are merged in this agreement, and this Settlement Agreement and Release shall not be modified in any manner, except by written instrument signed by both parties.

8. Plaintiff attests that this Settlement Agreement and Release is voluntarily made after ample opportunity to review the document with any individuals, advisors and counsel so desired.

9. This Settlement Agreement and Release shall be governed and interpreted by the laws of the State of North Carolina.

IN WITNESS WHEREOF, Plaintiff has executed this Settlement Agreement and Release as of the day and year written below, and has set forth his signature and seal with the intention of executing this document under seal.

Date Executed: 12-6-17

Surrell Duff
SURRELL DUFF

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I certify that SURRELL DUFF personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: Dec 6, 2017

(Official Seal)



Coleen A. Withrow
Official Signature of Notary
Coleen A. Withrow

Notary's printed or typed name, Notary
Public

My commission expires: 5/13/2021

[Remainder of page intentionally left blank]

Date Executed: 12/8/17



CHRIS POTTER

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I certify that CHRIS POTTER personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 12-8-2017



J. Brandon Freeman
Official Signature of Notary

(Official Seal)

J BRANDON FREEMAN NOTARY PUBLIC Buncombe County North Carolina My Commission Expires July 30, 2021	<u>J. BRANDON FREEMAN</u> Notary's printed or typed name, Notary Public
--	---

My commission expires: July 30, 2021

[Remainder of page intentionally left blank]

Date Executed: 12/11/2017

William A. Baxter
WILLIAM BAXTER

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I certify that WILLIAM BAXTER personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 12-11-2017

J BRANDON FREEMAN NOTARY PUBLIC Buncombe County North Carolina My Commission Expires July 30, 2021
--

J. Brandon Freeman
Official Signature of Notary

J. BRANDON FREEMAN

Notary's printed or typed name, Notary
Public

(Official Seal)

My commission expires: JULY 30, 2021

[Remainder of page intentionally left blank]

Date Executed: 12/8/2017


ROBERT MANGUM

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

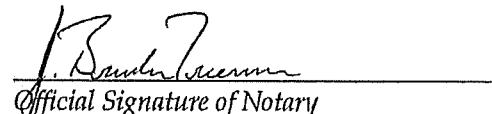
I certify that ROBERT MANGUM personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 12-8-2017

(Official Seal)

J BRANDON FREEMAN
NOTARY PUBLIC
Buncombe County
North Carolina
My Commission Expires July 30, 2021

My commission expires: July 30, 2021


Official Signature of Notary

J. Brandon FREEMAN
Notary's printed or typed name, Notary
Public

[Remainder of page intentionally left blank]

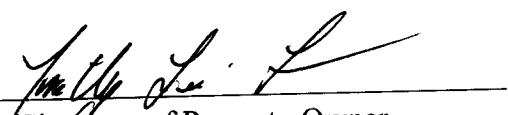
PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **FOUR THOUSAND, THREE HUNDRED, DOLLARS AND 20/100 (\$4,300.20*)**, the receipt of which is hereby acknowledged, I/we, **Timothy Fender**, the undersigned, legal representative and owner of 2005 Ford Pickup F250 XLT, VIN 1FTSX21585EC79248 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff's Office, Buncombe County Deputy David Shroat, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 3rd day of October, 2017, at or near Old Leicester Road and Olivette Road in Asheville, North Carolina.

I, Timothy Fender, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I, **Timothy Fender**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.



Signature of Property Owner

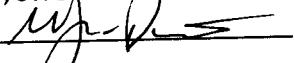
19 Gaddy Hill RD Leicester NC 28748

Address of Property Owner

10-20-2017

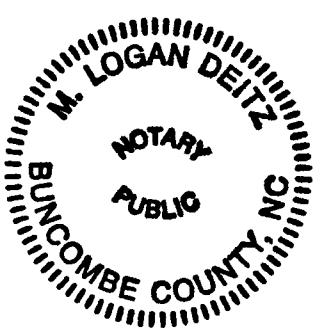
Date

(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Timothy Fender 

this 20 day of October, 2017.

My Commission Expires: 9/17/2022



TO: Andrica Baird.

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment of the sum of **One Thousand, Seven Hundred, Ninety-Seven Dollars and 36/100 (\$1,797.36)**, the receipt of which is hereby acknowledged, I/We, **Maria Xochitl Cruz-Gomez**, the undersigned, legal representative and owner of a 2004 Volkswagen Passat, VIN: WVWRH63B14P209616, do forever release, acquit, discharge and covenant to hold harmless Detective Hal T. Flowers, in his official and individual capacity, the Buncombe County Sheriff's Office, Buncombe County, North Carolina, a politic body, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage and/or bodily injury, which I may now or hereafter have resulting from an accident on or about the 12th day of April, 2017, at Pony Express Drive and Avalon Drive, in Arden, North Carolina.

I/We, **Maria Xochitl Cruz-Gomez**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Maria Xochitl Cruz-Gomez**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

X Maria Xochitl Cruz Gomez
Signature of Property Owner

274 Wellington Dr., Arden, NC
Address of Property Owner

28704

8-7-17
Date

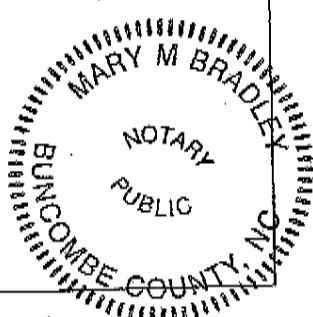
(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Maria Xochitl Cruz-Gomez

this 7th day of August, 2017.

My Commission Expires: 10-18-21

Mary M Bradley
NOTARY PUBLIC, NORTH CAROLINA



PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **ONE THOUSAND FIVE HUNDRED HUNDRED EIGHT DOLLARS AND NO 68/100 (\$1508.08)**, the receipt of which is hereby acknowledged, I/we, **Dan Hale and Yvonne Hale** the undersigned, legal representative do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Landfill, Charles Angel, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 25th day of January, 2018, at or near the Buncombe County Landfill 85 Panther Branch Rd., Alexander, North Carolina.

I/We, Dan Hale and Yvonne Hale further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Dan Hale and Yvonne Hale**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.



Signature of Property Owner



Signature of Property Owner

301 Tabernacle Road.

Address of Property Owner

2/14/18.

Date

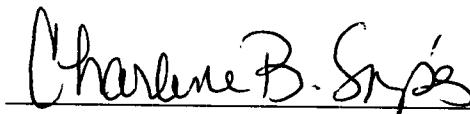
(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Dan Hale and Yvonne Hale _____

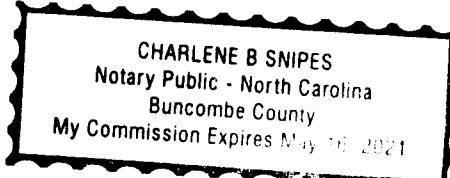
this 14 day of Feb, 2018.

CB5

My Commission Expires: 5-16-2021



NOTARY PUBLIC, NORTH CAROLINA



PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment of the sum of **Two Hundred, Thirty Nine Dollars and 73/100 (\$239.73)**, the receipt of which is hereby acknowledged, I/We, **Amanda Kerr**, the undersigned, legal representative and owner of a 2014 Toyota 4-Runner, VIN: JTEBU5JR0E5200888, do forever release, acquit, discharge and covenant to hold harmless Elizabeth Guest, in her individual and official capacity, Clayton Hawkins (a minor), the Buncombe County Department of Social Services, the County of Buncombe, North Carolina, a body politic, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage and/or bodily injury, which I may now or hereafter have resulting from an accident on or about the 2nd day of June, 2017, in the parking lot of 200 College Street in Asheville, North Carolina.

I/We, **Amanda Kerr**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Amanda Kerr**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Amanda Kerr

Printed Name of Property Owner

Amanda Kerr

Signature of Property Owner

28 Corbran Drive Fairview NC 28730

Address of Property Owner

6/20/17

Date

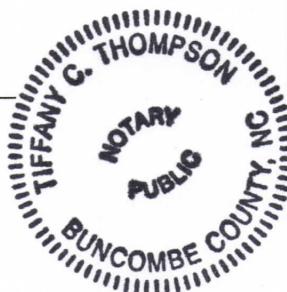
(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by AMANDA KERR

this 20 day of June, 2017.

My Commission Expires: 6/30/21

Tiffany C. Thompson
NOTARY PUBLIC, NORTH CAROLINA



PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **EIGHT THOUSAND FOUR HUNDRED FIFTY SEVEN DOLLARS AND 64/100 (\$8,457.64)**, the receipt of which is hereby acknowledged, I, **Robin Lyles** the undersigned, owner of 2012 Toyota 4Runner, VIN JTEBU5JR3C5082980 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, the Office of the Buncombe County Sheriff, Buncombe County Deputy Andrew Davidson in his official and individual capacities, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury from an accident on or about the 23rd day of October, 2017, at or near I-40 East Exit 53A in Asheville, North Carolina. This release does not release the County from any bodily injury claim resulting from the aforementioned incident involving Cameron Lyles.

I, Robin Lyles, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I, Robin Lyles, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Robin Lyles

Signature of Property Owner

6-6-18

PO Box 1495, Mars Hill, NC 28754

Address of Property Owner

Date

(STATE OF NORTH CAROLINA
COUNTY OF Madison)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Robin Lyles

this 6 day of June, 2018.

My Commission Expires: May 19, 2019

Notary Signature

Abbie Bragg

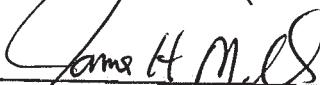
PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **ONE THOUSAND, ONE HUNDRED, THIRTY-EIGHT DOLLARS AND 56/100 (\$1,138.56)**, the receipt of which is hereby acknowledged, I/we, James Mills, the undersigned, legal representative and owner of 2012 Audi A-6, VIN WAUJGAF6CN164722 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, Buncombe County Pre-Trial Release Office, Tristom Young, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 23rd day of August, 2017, at or near 17 North Market Street in Asheville, North Carolina.

I, James Mills, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I, James Mills, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.



Signature of Property Owner

17 North Market Street, Asheville 202

Address of Property Owner

Asheville, NC 28801

9-30-17

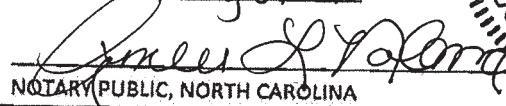
Date

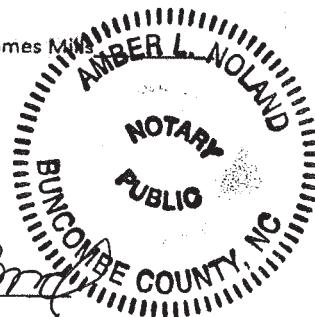
(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by James Mills

this 30th day of September 2017.

My Commission Expires: May 8, 2018


NOTARY PUBLIC, NORTH CAROLINA



PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **ONE THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND /100 (\$1570.87)**, the receipt of which is hereby acknowledged, I/we, **PAJABE, INC.**, the undersigned, legal representative and owner of 1045 Smokey Park Highway, Candler, NC 28715 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff Department and Deputy Thomas Knighten, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 28th day of January 2018, at or near 1045 Smokey Park Highway, Candler, North Carolina.

Pajabe, Inc., further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

Pajabe Inc., further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.



Signature of Property Owner

Signature of Property Owner

1045 Smokey Park Hwy.
Address of Property Owner Candler, NC
28715

2-23-18

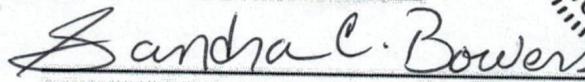
Date

(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

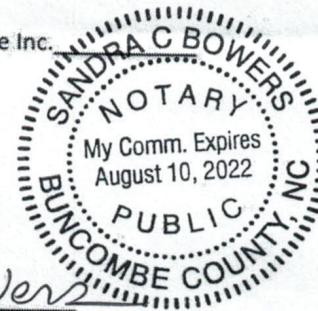
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Pajabe Inc.

this 23 day of Feb, 2017. 2018

My Commission Expires: 08-10-2022



NOTARY PUBLIC, NORTH CAROLINA



Signature of Notary

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **ONE THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS AND 57/100 (\$1,518.57)**, the receipt of which is hereby acknowledged, I/we, **Melissa Pendley and Arturo Torres Sandoval** the undersigned, legal representative and owner of 2006 Chevrolet Colorado, VIN 1GCDS136968155674 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Landfill, David Chambers in his individual and official capacities, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 14th day of April, 2018, at or near the Buncombe County Landfill 85 Panther Branch Rd., Alexander North Carolina.

I/We, **Melissa Pendley and Arturo Torres Sandoval** further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Melissa Pendley and Arturo Torres Sandoval**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Melissa R. Pendley
Signature of Property Owner

Arturo Torres Sandoval
Signature of Property Owner

108 Ollie Weaver Rd Weaverville 5-1-18
Address of Property Owner Date

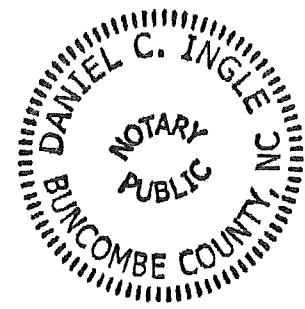
(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Melissa Pendley and Arturo Torres Sandoval _____

this 1st day of May, 2018.

My Commission Expires: 10-28-2020

Daniel C. Ingle
NOTARY PUBLIC, NORTH CAROLINA



IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
CIVIL ACTION NO. 1:16-CV-279-DCK

NATHANIEL ALAN ROSS RHODES)
JR.,)
)
Plaintiff,)
)
v.) **ORDER**
)
BUNCOMBE COUNTY; JACK VAN)
DUNCAN, in his individual capacities;)
WESTERN SURETY COMPANY; and)
CHARLES SAMUEL KIELSON, in his)
individual and official capacities,)
)
Defendants.)
)

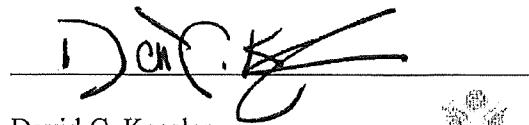
THIS MATTER IS BEFORE THE COURT *sua sponte* regarding settlement of this case.

The mediator, C. Frank Goldsmith, Jr., filed a “Report Of Mediator In Federal Court Action” (Document No. 37) notifying the Court that the parties reached a settlement on July 24, 2017. The Court commends the mediator, counsel, and the parties for their efforts in resolving this matter.

IT IS, THEREFORE, ORDERED that the parties shall file a Stipulation of Dismissal in this case on or before **August 24, 2017**.

SO ORDERED.

Signed: July 24, 2017



David C. Keesler
United States Magistrate Judge

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
Asheville Division

MEMORANDUM OF SETTLEMENT

NATHANIEL ALAN ROSS RHODES, JR.

Plaintiff(s),

CASE NO.: 1:16-cv-00279

v.

BUNCOMBE COUNTY; JACK VAN DUNCAN,
In his individual and official capacities; WESTERN
SURETY COMPANY; and CHARLES SAMUEL
KIELSON, In his individual and official capacities,

Defendant(s)

The parties agree that all issues in this litigation are settled and resolved on the following terms:

1. Defendant shall pay Plaintiff the total sum of \$ 4800.00 within 10 days from this date.

2. Plaintiff shall execute a general release of all claims in favor of Defendants, in a form acceptable to counsel for the parties, such release to be drafted by counsel for Defendants.
Plaintiff shall execute and file a voluntary dismissal with prejudice upon receipt of the settlement proceeds. Other provisions to be contained in release or settlement agreement (if any): _____

3. Each party shall bear his, her, or its own attorney fees, costs, and pro rata share of the costs of mediation, except as follows: No exceptions.

5. Other terms of settlement:

6. The parties and their attorneys stipulate and agree that if necessary, the Court may enforce this agreement by entering judgment based upon the terms set forth herein.

This the 24th day of July, 2017.

Plaintiff(s):



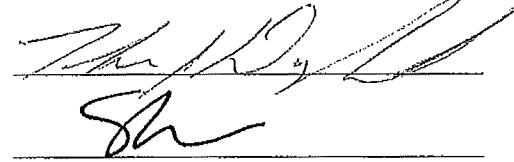
Counsel for Plaintiff(s):



Defendant(s):

Charles Kielson
Sheriff van Duncan

Counsel for Defendant(s):



RELEASE AND INDEMNITY AGREEMENT

Gregory Rutherford Claim No. AUTO20160001110

FOR AND IN CONSIDERATION of the payment to me/us at this time of the sum of **ONE THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 (\$1,500.00)**, the receipt of which is hereby acknowledged, I/we, **Gregory Rutherford**, the undersigned, do forever release, acquit, discharge and covenant to hold harmless the Buncombe County Sheriff's Office, Buncombe County, a body politic, Officer Vanessa Edmonds, in her individual and official capacity, Officer Harry Lee Forbes in his individual and official capacity, their insurance carrier, administrators, employees, and their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, medical expenses, including any, and all liens, and any other expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries, bodily injuries and property damage, which I/we may now or hereafter have, and all claims or rights of action for damages which I/we have or may have, resulting from an accident which occurred on Davidson Drive in Asheville, North Carolina on or about the 2nd day of December, 2016.

I/we further promise to indemnify the released parties against loss from any and all further claims, demands, and actions at law or in equity that may hereafter at any time be made or brought by me or any third party for any reason arising from the facts giving rise to this claim. I/we further agree to indemnify the released parties for attorneys' fees and costs incurred in defending such claims, demands and actions.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the persons, entities, and organizations hereby released.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same of my own/our free will.

Signature(s)

 7973 US Hwy 70E Nebo NC 28761

Address

Date

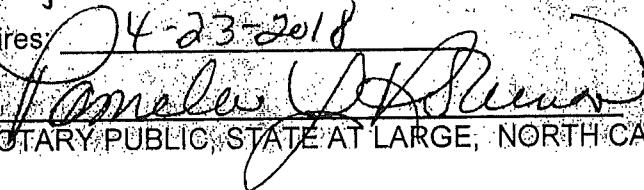
7/11/17

City, State, Zip Code

STATE OF NORTH CAROLINA
COUNTY OF Mcdowell

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Gregory Rutherford
this 11 day of July, 2017

My Commission Expires

 NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA

PAMELA J. ROBINSON
Notary Public
McDowell Co., North Carolina
My Commission Expires Apr. 23, 2018

NORTH CAROLINA INDUSTRIAL COMMISSION

I.C. No. 17-046196, MARY THOMPSON, Plaintiff, v. COUNTY OF BUNCOMBE, NORTH CAROLINA, A BODY POLITIC and BUNCOMBE COUNTY HEALTH AND HUMAN SERVICES, Defendant-Employer, and BRENTWOOD SERVICES ADMINISTRATORS, Defendant-Administrator.

ORDER APPROVING FINAL COMPROMISE SETTLEMENT AGREEMENT
BY LUCY AUSTIN, SPECIAL DEPUTY COMMISSIONER

FILED: May 16, 2018

A duly executed compromise settlement agreement has been submitted by the parties for the Commission's approval.

A P P E A R A N C E S

Plaintiff: Mary Thompson, *Pro se*
P.O. Box 16293, Asheville, NC 28816

Defendant: Teague, Campbell, Dennis & Gorham; Asheville, NC
Julia S. Hooten, Counsel of Record. FAX: 828-254-4516

After giving due consideration to all matters involved in this case in accordance with Chapter 97, the Commission Rules, and upon the Defendants' stated or implied representation that all medical reports have been submitted with the agreement to the Commission as required by Rule 502(b)(1), the compromise settlement agreement is deemed by the Commission to be fair and just and in the best interests of all parties. Furthermore, the interests of all parties and of any person, including a health benefit plan that paid medical expenses of Plaintiff, have been considered and it further appears that the positions of the parties to the agreement are reasonable as to the payment of medical expenses. The agreement is incorporated herein by reference and is approved in the amount of **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00)**, in one lump sum, without commutation. Compliance with the terms of the agreement shall discharge Defendants from further liability under the Workers' Compensation Act by reason of the injury giving rise to this claim.

It is expressly recognized that plaintiff's claim is strongly contested, that defendants are not by this agreement admitting, nor is the Industrial Commission finding liability and that plaintiff, by accepting the agreement, is avoiding the risk that the claim will be totally denied by the Commission.

It is to be noted, however, that this Order does not purport to approve, resolve, or address any issue or matter over which the Industrial Commission has no jurisdiction, whether or not such issue or matter is referred to in the compromise settlement agreement executed by the parties in this action.

Defendants shall pay the costs.

DEFENDANTS

Shall File a Form 28C Report

Upon Receipt of this Order.



LUCY AUSTIN
SPECIAL DEPUTY COMMISSIONER

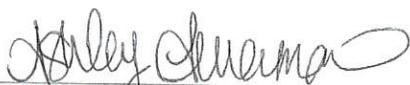
PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **THREE THOUSAND FOUR HUNDRED THIRTY SIX DOLLARS AND 74/100 (\$3436.74)**, the receipt of which is hereby acknowledged, I/we, **USAA As Subrogee for Barry Weissman and Theresa Weissman** the undersigned, legal representative and owner of 2012 Hyundai Genesis, VIN KMGHC4DD4CU189366 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff's Office, Buncombe County Deputy Benjamin McKay in his official and individual capacities, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage, which I/we may now or hereafter have, resulting from an accident on or about the 10th day of September, 2017, at or near the intersection of Fanning Bridge Road and Airport Road (NC 280) in Fletcher, North Carolina.

I/we, USAA as Subrogee for Barry Weissman and Theresa Weissman, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/we, **USAA, Barry Weissman and Theresa Weissman**, further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same of my own free will.



Signature of Subrogee for Barry Weissman and Theresa Weissman Property Owners

530 B Street, 8th Floor, San Diego, CA
Address of Subrogee on behalf of Property Owner 92101

January 30, 2018
Date

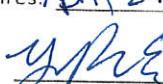
(STATE OF _____
COUNTY OF _____)

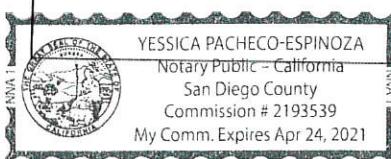
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by USAA as Subrogee for Barry Weissman and Theresa Weissman

this _____ day of _____, 2018.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

My Commission Expires: April 24, 2021

Notary Signature 



State of California County of San Diego
On January 30, 2018 before me, Jessica Pacheco Espinoza
Notary Public, personally appeared Ashley Feuerman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment of the sum of Five Hundred, Fifteen Dollars and 12/100 (\$515.12), the receipt of which is hereby acknowledged, I/We, Gerald Warren, the undersigned, legal representative and owner of a 2011 Acura TSX, VIN: JH4CU2F64BC015562, do forever release, acquit, discharge and covenant to hold harmless Deputy Scott Robinson, in his official and individual capacity, the Buncombe County Sheriff's Office, Buncombe County, North Carolina, a politic body, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage and/or bodily injury, which I may now or hereafter have resulting from an accident on or about the 21st day of June, 2017, at 35A Montford Avenue, in Asheville, North Carolina.

I/We, Gerald Warren, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, Gerald Warren, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Gerald Warren

Signature of Property Owner

Signature of Property Owner

54 BROWN ST, WEAVERVILLE, NC
Address of Property Owner

8-16-17
Date

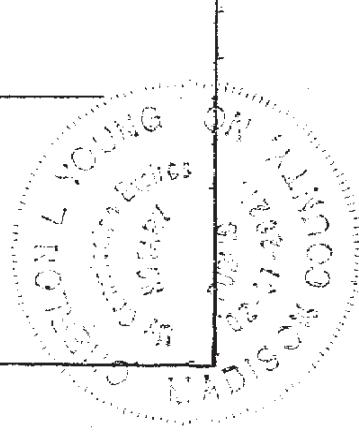
STATE OF NORTH CAROLINA:
COUNTY OF MADISON

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Gerald Warren

this 16 day of Aug, 2017.

My Commission Expires: 2-7-21

Charlon S Young
NOTARY PUBLIC, NORTH CAROLINA



HOLD**Payment Voucher**

Voucher Number	Date Issued	Voucher Amount	Claim Number	Claimant
30621	9/8/2017	\$161.59	AUTO20170000587	Warren, Gerald
Vendor:				Payer:
Warren, Gerald 55 Brown St Weaverville, NC 28787				

Claimant ID/SSN: XXX-XX-

Date of Loss/Injury: 6/21/2017

Claim Number	Claimant Name	Loss Date	Payment Transaction	From	Through	Amount
AUTO2017000587	Warren, Gerald	6/21/2017	Auto Rental	8/16/2017	8/19/2017	\$161.59

Comments: Rental reimbursement payment

AUTHORIZED FOR PAYMENT - BUDGET/MGMTCode: 80-83000-449800 4310

PO:

Auth: Deanne RoseDate: 9/8/17

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **SIX HUNDRED FIVE DOLLARS AND 30/100 (\$605.30)**, the receipt of which is hereby acknowledged, I/we, **Germar West and Rhonda West** the undersigned, legal representative and owner of 302 Oak Hill Road, Candler, NC 28715 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff Department and Deputy Kenneth Warren, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 1st day of October, 2017, at or near 302 Oak Hill Road, Candler, North Carolina.

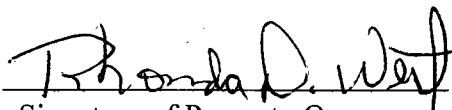
I/We, Germar West and Rhonda West, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Germar West and Rhonda West**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.



Signature of Property Owner



Signature of Property Owner

302 Oak Hill Rd Candler, NC 28715

Address of Property Owner

11-13-17

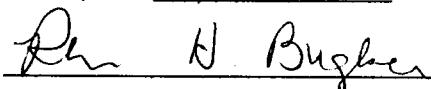
Date

(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Gemar West & Rhonda West

this 13 day of November, 2017.

My Commission Expires: 6/4/2022



NOTARY PUBLIC, NORTH CAROLINA

RHONDA H BUGBEE
Notary Public, North Carolina
Buncombe County
My Commission Expires
June 04, 2022

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **ONE THOUSAND FIFTEEN DOLLARS AND 38/100 (\$1015.38)**, the receipt of which is hereby acknowledged, I/we, **Nationwide Property and Casualty Insurance Company As Subrogee for Timothy Whiteman** the undersigned, legal representative and owner of 2004 Ford F-150, VIN 1FTPX04574KD77614 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County General Services, Buncombe County employee Daniel Peninger in his official and individual capacities, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage, which I/we may now or hereafter have, resulting from an accident on or about the 17th day of January, 2018, at or near Enochs Way, Fletcher, North Carolina.

I/we, Nationwide Property and Casualty Insurance Company as Subrogee for Timothy Whiteman, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/we, **Nationwide Property and Casualty Insurance Company, Timothy Whiteman**, further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same of my own free will.

Signature of Subrogee for Timothy Whiteman Property Owners

1100 Locust St Dept 2019, Des Moines, IA, 50311

Address of Subrogee on behalf of Property Owner

4/4/18

Date

(STATE OF Iowa
COUNTY OF Polk)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Nationwide Property and Casualty Company as Subrogee for Timothy Whitman Selisia M. Schwarz

this 4 day of April, 2018.

My Commission Expires: 5-13-2019

Notary Signature

Kelsi Messer

